DOCUMENT RESUME

ED 086 139 HE 005 049

TITLE	Agreement Between the Regents of the University of Michigan and the University of Michigan Interns-Residents Association.
INSTITUTION	Michigan Univ., Ann Arbor.
PUB DATE	13 Nov 73
NOTE	44p.
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	Collective Bargaining; Collective Negotiation; Fringe Benefits; *Grievance Procedures; *Higher Education; Leave of Absence; *Negotiation Agreements; *Teacher Salaries; Teacher Welfare; *Universities
IDENTIFIERS	*University of Michigan

ABSTRACT

This document presents the agreement between the Regents of the University of Michigan and the University of Michigan Interns-Residents Association. Articles of the agreement cover recognition and definitions; employer rights; no-interference; non-discrimination; Association dues and representation-service fee; check-off of association dues or representation-service fee; information; bulletin boards; staff reduction; committee memberships; conferences; patient care and work environment; vacations; bereavement pay; leaves of absence; benefit plans; extracurricular medical practice; safety; disciplining; complaint, grievance, and arbitration procedures; miscellaneous; salaries and classifications; waiver; and term of agreement. The appendix presents the house officer salary schedule. (MJM)

ED 086139

AGREEMENT BETWEEN

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

AND

THE UNIVERSITY OF MICHIGAN INTERNS-RESIDENTS ASSOCIATION

NOVEMBER 13, 1973

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

HE 005 049

FILMED FROM BEST AVAILABLE COPY

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
I	Recognition and Definitions	2
II	Employer Rights	4
III	No-Interference	5
IV	Non-Discrimination	6
V	Association Dues and Representation - Service Fee	7
VI	Check Off of Association Dues or Representation - Service Fee	8
VII	Information	11
VIII	Bulletin Boards	12
IX	Staff Reduction	13
X	Committee Memberships	14
XI	Conferences	16
XII	Patient Care and Work Environment	17
XIII	Vacations	18
XIV	Bereavement Pay	20
XV	Leaves of Absence	21
XVI	Benefit Plans	22
XVII	Extracurricular Medical Practice	25
XVIII	Safety	26
XIX	Discipline	27
XX	Complaint, Grievance, and Arbitration Procedure	28
XXI	Miscellaneous	36
XXII	Salaries and Classifications	38
XXIII	Waiver	40
XXIV	Term of Agreement	41
APPENDIX A	House Officer Salary Schedule	42

The Regents of The University of Michigan, hereinafter called the "Employer," and The University of Michigan Interns-Residents Association, hereinafter called the "Association," enter into this agreement this 13th day of November, 1973 and agree as follows:

ARTICLE I

RECOGNITION AND DEFINITIONS

Section A. Description of Unit

The employer recognizes the Association as the sole and exclusive bargaining representative for the purposes of collective bargaining in respect to wages, hours, and other conditions of employment for all employees in the following bargaining unit:

> All interns, residents, and fellows employed by the Regents of the University of Michigan possessing the equivalent of a minimum of an M.D., D.O., or D.D.S. degree, and post-doctoral fellows in the clinical and basic sciences, EXCLUDING pharmacy interns, dietetic interns, physical and occupational therapy trainees, nurse anesthetist trainees, chaplaincy interns, and all other employees.

Section B. Definitions

The terms, interns, residents, fellows, and post-doctoral fellows shall be referred to collectively as "employees" in this agreement and shall mean only those individuals within the bargaining unit described in Section A. Reference to male employees shall include females as well.

Recognition and Definitions (Continued)

A house officer shall be a physician or dentist who is in a recognized training program and whose normal duties, under the direction of either the attending, courtesy, and/or honorary staff, are to admit patients to the hospital, diagnose or treat patients, and assume all the functions and responsibilities of the house officer staff including, when appropriate, emergency case service and consultation assignments. House officers, collectively, shall be known as the House Officer Staff.

ARTICLE II

EMPLOYER RIGHTS

All employer rights, powers, discretion, authority, and prerogatives are retained by and shall remain exclusively vested in the employer, except as clearly and specifically limited by this agreement.

ARTICLE III

NO-INTERFERENCE

The Association and its officials will not cause, support, encourage, or condone, nor shall any employee or employees take part in, any concerted action against or any concerted interference with the operations of the employer, such as the failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or in part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph shall be construed to limit individual participation in an activity that is unrelated to the employment relationship.

In the event of any such action or interference, and on notice from the employer, the Association, through its officials, will immediately disavow such action or interference and act affirmatively to prevent or bring about the termination of such action or interference by instructing any and all employees to cease their misconduct and informing them that this misconduct is a violation of the agreement, subjecting them to disciplinary action, including discharge.

If the Association, through its officials, performs its obligations as set forth in this Article, the employer agrees that it will not file or prosecute any action for damages against the Association or its officials. Nothing herein, however, shall preclude the employer from proceeding against any employee involved in such action or interference.

ARTICLE IV

NON-DISCRIMINATION

The employer and the Association agree that there will be no discrimination in the application of this agreement because of race, creed, color, national origin, age or sex.

Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

ARTICLE V

ASSOCIATION DUES AND
REPRESENTATION - SERVICE FEE

The parties recognize that the proper negotiation and administration of collective bargaining agreements and the fulfillment by the Association of its statutory duty of representation entail expenses which are apprqpriately shared by all employees who are beneficiaries of such agreements. To this end, in the event an employee shall not join the Association, he shall, nevertheless, cause to be paid to the Association, a representation - service fee, which fee shall be in an amount identical to the current dues of the Association. Such dues or fees can be paid to the Association either as provided in Article VI Check Off of Association Dues or Representation - Service Fee, or by direct cash payment to the Association.

Unpaid dues or fees may be collectible by the Association through civil process.

ARTICLE VI

CHECK OFF OF ASSOCIATION DUES
OR
REPRESENTATION - SERVICE FEE

During the term of this agreement, and as provided in this Article, the employer will deduct Association dues or the representation - service fee from the salary, if any of each employee who voluntarily executes and delivers to the employer the following deduction authorization form:

VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF ASSOCIATION DUES
OR REPRESENTATION - SERVICE FEE

Name_____ Social Security No._____
Type or Print

Department_____

I authorize the University to deduct from salary earned or to be earned by me $_____ each monthly pay period that I receive any salary, and to remit the same to the Association at such time and in such manner as may be agreed upon between the University and the Association.

This authorization and direction shall remain in effect during the term of this agreement, and shall be automatically renewed for the period of each succeeding applicable collective bargaining agreement between the Employer and the Association, unless revoked or changed in writing by me and received by the Employer during the

month of June in any calendar year. This authorization and direction shall be automatically revoked upon termination of my employment in this bargaining unit.

_____
Signature of Employee

_____
Adress of Employee

_____
Date of Signing

_____
Date of Delivery to Employer

The initial deduction for any employee shall begin with the calendar month following the calendar month a properly executed "Voluntary Authorization For Deduction of Association Dues or Representation - Service Fee" was delivered to the employer at a place designated by the employer.

Changes in the amount of monthly deduction or revocation, which must be delivered during the month of June in any calendar year, will become effective for the month of July.

Check Off of Association Dues or Representation - Service Fee (Continued)

Remittance of amounts deducted shall be made to the Treasurer of the Association and at an address given to the employer by the Association by the fifteenth of the month following the month of deduction, together with a list of names and the amount deducted for each employee for whom a deduction was made.

The employer shall not be liable to the Association for the remittance or payment of any sum other than that constituting actual deductions from salary.

The Association shall indemnify and save the employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any notice or authorization furnished under this Article.

The Association specifically agrees to make whatever adjustments are necessary directly with any employee who may, as a result of this deduction procedure, pay more or less than the Association's annual dues or representation - service fee requirements.

ARTICLE VII

INFORMATION

The employer shall furnish the Association a quarterly list, beginning October 30 of each year, of the names, social security numbers, addresses, classification titles, departments, dates of birth, and the full-time equivalent salary rate of all employees paid by the employer. The Association shall retain such information in confidence and disclose it only to those whose Association duties, or duties on behalf of the Association, require them to have such information.

Upon written request from the Association, the employer shall provide available and relevant information which is necessary to properly process a grievance.

ARTICLE VIII

BULLETIN BOARDS

The employer shall provide the Association with bulletin board space designated for its exclusive use in not less than twenty-six (26) mutually agreeable areas for the purpose of posting Association notices. Such space in each location shall be sufficient to hold four (4) eight (8) inch by eleven (11) inch notices. Such notices shall be signed by a responsible officer of the Association, and although not limited to the following notices, they shall be of that type:

a. Association meetings;

b. Association elections and appointments;

c. Results of Association elections;

d. Recreational and social events of the Association;

e. General communication relevant to the Association's role as a collective bargaining agent.

In the event of a dispute concerning the appropriateness of material posted, the President of the Association will be advised of the nature of the dispute. If the dispute is not resolved within twenty-four (24) hours, the notices will be removed until the dispute is resolved.

ARTICLE IX

STAFF REDUCTION

In the event of a reduction of employees or an elimination of bargaining unit positions that may affect an employee, the employer shall notify the Association and employees who could be affected as soon as practicable after the employer has reason to believe the change may be implemented. The Association shall have the opportunity to advise the employer of its position in regard to any such reduction of employees or elimination of positions prior to its implementation when this is possible.

ARTICLE X

COMMITTEE MEMBERSHIPS

Section A. Committees

The following committees, as long as such committees exist, shall include one employee member designated by the Association:

(1) Ambulatory Care Committee
(2) Blood Transfusion Committee
(3) By-Laws Committee
(4) Cancer Control Committee
(5) Dietetic Advisory Committee
(6) Disaster Committee
(7) Improvement of Patient Care Committee
(8) Infections Committee
(9) Laboratories Committee
(10) Medical Care Quality Assessment, Assurance and Record Advisory Committee
(11) Medico-Legal Advisory Committee
(12) Pharmacy and Therapeutics Committee
(13) Poison Information and Adverse Drug Reaction Committee
(14) Standardization of Procedures Committee
(15) Surgery Advisory Committee
(16) Tissue Committee
(17) Tuberculosis Control Committee

Additional employee members of a committee may be included at the discretion of the committee chairman. Such additional members may be designated by the Association.

In the event that a new committee is established, the employer and the Association, by mutual agreement, may include an employee member designated by the Association on the new committee.

Committee Memberships (Continued)

The Association, through its president, shall furnish the employer with the names of the employee member or members of each committee and shall promptly notify the employer of any changes.

Section B. Physicians Liaison Council

The Physicians Liaison Council shall include employee membe The number and method of selection of employee members shall be determined by the Council.

A copy of recommendations developed by the Council on patien care matters shall be provided to the Association.

ARTICLE XI

CONFERENCES

At the request of either the Association or the employer, conferences shall be held for the purpose of considering matters of mutual interest, other than complaints or grievances under consideration in the Complaint, Grievance and Arbitration Procedure.

All such conferences shall be arranged through the President of the Association, or his designated representative, and a designated representative of the University Personnel Office. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the collective bargaining agreement, or the rights of either the employer or the Association under the terms of the agreement unless otherwise mutually agreed.

ARTICLE XII

PATIENT CARE AND WORK ENVIRONMENT

The employer has the authority and obligation to make available high quality medical and dental care for patients and to provide and maintain a suitable environment for the practice of medicine for the employees covered by this agreement In this regard, the employer agrees to make reasonable efforts to continue to improve that care and environment, including such subject matter as (1) supporting staff, (2) medical information, (3) hospital procedures, (4) orientation for new employees, (5) medical and surgical instruments and equipment, and (6) drugs. The appropriate committee(s) and the council provided in Article X and the conferences provided in Article XI are proper, but non-exclusive, forums for consideration of such matters.

ARTICLE XIII

VACATIONS

SECTION A. LENGTH OF VACATION

1. Except as provided in 2. and 3. of this section, employees shall be entitled to one month of vacation, during each vacation period, including vacation or pay in lieu of vacation received from an affiliated hospital or other facility or person, provided, however, if a full month is not taken as vacation, but is divided into two or more vacations, the total number of calendar days of vacation shall be no less than twenty-eight (28) nor more than thirty-one (31).
2. A House Officer I shall be entitled to two (2) calendar weeks of vacation.
3. An employee whose national accrediting body training program requirements or non-University sponsor prescribe the amount of time off for vacation shall be entitled to that amount of vacation.

SECTION B. VACATION PAY

Time off for vacation shall be without loss of pay, except for the following option. An employee who has received pay in lieu of vacation from an affiliated hospital or other facility or person has the option of

1. Taking vacation, i.e. time off, without pay from the employer equal to the number of day's pay he received in lieu of vacation or

2. Reducing his length of vacation from the employer, as provided in Section A, in an amount equal to the number of day's pay he received in lieu of vacation.

SECTION C. ASSIGNMENT OF VACATION

Vacation shall be scheduled during the vacation period to meet the requirements of the employer on a departmental basis with due consideration given to the employee's wishes as to time and duration. The actual scheduling of vacations shall be arranged through and have the approval of the department chairman, or equivalent level of supervision. Vacations are not cumulative and can only be taken during the current vacation period.

SECTION D. DEFINITIONS

For the purposes of this Article the following definitions shall apply:

1. A month is defined as either a calendar month or a period of time running from any date in a calendar month through the next preceding date in the next calendar month (e.g. January 15 through February 14).
2. A day shall be a calendar day. When necessary to compute a day's pay, it shall be 1/365 of the employee's annual salary rate at the time a deduction is taken.
3. Vacation period is from July 1 through June 30.

ARTICLE XIV

BEREAVEMENT PAY

In the event of the death of an employee's spouse, or the son, daughter, parent, grandparent, brother, sister, grandchild (or the spouse of any of them), of either the employee or his spouse, or of any other related person living in the employee's household, an employee shall be granted time off work without loss of pay. The amount of time off work with pay shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed three (3) work days.

ARTICLE XV

LEAVES OF ABSENCE

A. Military

A house officer, who is in good standing and who informs his department chairman (or equivalent level of supervision) that he intends to continue his current residency program at the University, shall be granted a leave of absence without pay for the period of required active duty when he (1) is inducted for activy duty military service through the selective service system or (2) volunteers for active duty military service rather than being inducted. Following such a leave of absence the house officer, who receives a certificate of satisfactory completion of service, applies for reinstatement within ninety days after release from active duty, and is still qualified to perform as a house officer, shall be returned to house officer responsibilities and duties at the appropriate house officer level. Such return shall be at substantially the same point in time as the date of departure and continue at least until the following June 30, provided performance during this period is satisfactory.

B. Personal

A house officer may be granted a leave of absence without pay at the discretion of his department chairman (or equivalent level of supervision).

ARTICLE XVI

BENEFIT PLANS

Each plan shall be as provided by the employer and may be amended, but not eliminated. In the event of changes in benefits, the Association will be notified prior to the effective date of the change.

During the term of this agreement and consistent with the terms of each plan, the following University Group Benefit Plans shall be available to the extent provided in this article:

SECTION A. HEALTH INSURANCE

During the term of this agreement no less than the Michigan Blue Cross - Blue Shield schedule of hospital and medical benefits in effect at the execution date of this agreement will be provided and maintained.

The employer will contribute up to $33.00 per month for the coverage selected by each employee and thereafter, if the employer increases its monthly contribution for University staff not represented by a labor organization, will increase its monthly contribution for employees in the bargaining unit in the same manner and to the same extent.

In addition, TIAA Major Medical Insurance will be made available, subject to approval by TIAA. If approved by TIAA, this coverage will become a part of the Group Health Insurance Plan.

Benefit Plans (Continued)

SECTION B. GROUP LIFE INSURANCE

During the term of this agreement, a group life insurance plan will be provided and maintained for employees, with no less than the following for full-time employees:

Full-Time Annual Rate	Amount of Insurance for Full-Time Employees		Monthly Employee Contribution		
	Less than age 40	Age 40 but less than age 50	Less than age 30	Age 30 but less than age 40	Age 40 but less than age 50
$9,500 but less than $11,500	$33,000	[illegible]8,000	$ 3.30	$ 4.95	$ 8.40
$11,500 but less than $13,500	$39,000	$33,000	$ 3.90	$ 5.85	$ 9.90
$13,500 but less than $16,500	$48,000	$40,000	$ 4.80	$ 7.20	$12.00

SECTION C. TRAVEL ACCIDENT INSURANCE

During the term of this agreement, the Plan shall be without cost to the employee and no less than the following will be provided and maintained:

1. The amount of the principal sum of insurance for for full-time employees shall be $50,000, or five (5) times full-time annual rate, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.

2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
3. One-half the principal sum for loss of any one member.
4. Disability benefits.

SECTION D. PROFESSIONAL LIABILITY INSURANCE

During the term of this agreement, the Professional Liability Insurance Plan will be provided and maintained in the same manner and to the same extent as such insurance is provided the attending staff.

SECTION E. DISABILITY PLAN

An employee, who becomes a regular staff member immediately following completion of service in this bargaining unit, will have continuous years of service in this bargaining unit count towards the continuous service requirement of the University's Disability Plan.

SECTION F.

No matter concerning the terms of any of these plans shall be subject to the Complaint, Grievance, and Arbitration Procedure of this agreement, except for questions concerning the specific provisions of this article.

ARTICLE XVII

EXTRACURRICULAR MEDICAL PRACTICE

If a house officer chooses to engage in outside medical practice which is not part of a University-approved program, such practice must not interfere in any way with the responsibilities, duties, and assignments of the training program of The University of Michigan Medical Center. Extracurricular medical practice, which requires that the house officer assume continuing responsibility for patients, will interfere with his responsibilities at The University of Michigan Medical Center and is therefore not permissible. It is understood that house officers engaged in outside medical practice which is not a part of a University-approved program are not covered by the employer's professional liability insurance.

Whenever approval of a University-approved program is withdrawn the Association will be given written notice of the withdrawal as soon as possible after the decision is made, but in any event prior to the effective date.

ARTICLE XVIII

SAFETY

The employer will continue to provide for the safety of employees during the periods of employment. In the event that an employee or the Association has a grievance concerning this provision, the grievance procedure should be utilized as soon as possible.

ARTICLE XIX

DISCIPLINE

The employer shall not discharge or take other disciplinary action without just cause.

A grievance which concerns this Article shall begin at Step Three of the Complaint, Grievance, and Arbitration Procedure, provided it is submitted in writing at Step Three within ten (10) calendar days after receipt by the employee of the employer's written notification of the disciplinary action.

Notwithstanding anything in this Article, suspension or termination from, or appointment or non-reappointment to, a residency training program shall remain within the exclusive discretion of the University and shall not be subject to the Complaint, Grievance, and Arbitration Procedure Article. Matters of professional conduct shall be subject to the provisions of the Bylaws, Rules, and Regulations of the Medical/Dental staff of The University of Michigan and as they may be amended from time to time. No matter concerning professional conduct shall be subject to the Complaint, Grievance, and Arbitration Procedure Article, except for a question as to whether the procedure set forth in the Bylaws was followed.

ARTICLE XX

COMPLAINT, GRIEVANCE, AND ARBITRATION PROCEDURE

SECTION A. DEFINITION OF GRIEVANCE

A grievance is a disagreement, arising under and during the term of this agreement, between either (1) the employer and any employee concerning (a) his employment and (b) the interpretation or application of the provisions of this agreement or (2) the Association and the employer concerning the interpretation and application of this agreement on a question which is not an employee grievance or which concerns more than one employee, and involves a common fact situation and common provisions(s) of the agreement.

SECTION B. DEFINITION OF COMPLAINT

A complaint includes a grievance as defined in Section A, but is also any other disagreement, arising under and during the term of this agreement, between the employer and an employee or the Association concerning employment.

SECTION C. REPRESENTATION

For the purposes of this Article, an Association representative may represent an aggrieved employee as provided in Section D. The Association will provide the employer with a list of representatives appointed for this purpose.

SECTION D. PROCEDURE

The following procedure shall be the sole and exclusive means for resolving complaints or grievances:

Step One

An aggrieved employee promptly shall bring a complaint concerning his employment to the attention

of his department chairman (or equivalent level of supervision) or his designee. At that time the aggrieved employee, and an Association representative if he so chooses, and the department chairman (or equivalent level of supervision), or his designee, shall set a mutually convenient time and place within the next five (5) calendar days to discuss the complaint and attempt to reach a satisfactory solution.

Step Two

If the complaint is not resolved at Step One within seven (7) calendar days following the discussion, the aggrieved employee may reduce his complaint to writing and submit it to his department chairman (or equivalent level of supervision), or his designee, for written answer, provided, however, that the written complaint must be received by the department chairman (or equivalent level of supervision), or his designee, within twenty (20) calendar days following knowledge of the facts giving rise to his complaint. After receipt of the written complaint, the department chairman (or equivalent level of supervision), or his designee, may request further discussion of the complaint with the aggrieved employee and his Association representative. A copy of the written answer shall be given to the Association.

Step Three

If the written complaint is not resolved at Step Two within fourteen (14) calendar days following receipt of the written complaint at Step Two, it may be filed by the Association with the employer's Review Committee for written answer, provided, however, that this filing must be received by the employer's Review Committee within five (5) calendar days following receipt by the Association of the Step Two written answer.

Upon filing at Step Three, the employer's Review Committee shall set a mutually convenient time and place for discussion of the complaint within the next fourteen (14) calendar days. Thereafter a written answer shall be issued within the twenty (20) calendar day period following the discussion.

Step Four

Any complaint, or part thereof, which constitutes a grievance as defined in Section A and which is not resolved at Step Three within the twenty (20) calendar day period following the discussion of the written complaint at Step Three, may be submitted to arbitration by the Association, provided, however, that written notice of intent to arbitrate must be received by the employer's Review Committee within the ten (10) calendar day period following receipt by the Association of the Step Three answer.

Such notice shall identify the grievance and the issue, set forth the provisions of the agreement involved, and set forth the rationale explaining how the agreement has been violated and the remedy desired. If no such notice is given within the prescribed time limit, the grievance shall not be arbitrable.

Following the written notice to the employer's Review Committee, the employer and the Association shall attempt to select an arbitrator. If an arbitrator is not selected within ten (10) calendar days following receipt of the written notice, either the employer or the Association, or both, within the next ten (10) calendar days only may request the American Arbitration Association to submit a list of five (5) qualified arbitrators, none of whom may be in the employment of the employer. It is understood that the labor arbitration rules of the American Arbitration Association shall not apply to this agreement. If one of the five (5) arbitrators on the list is not mutually agreeable, a second list will be requested from the American Arbitration Association. If none of the arbitrators on the second list is mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names, beginning with the Association, until one name remains. He shall act as the arbitrator.

Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

1. Either the employer or the Association or both shall notify the arbitrator of his selection and upon his acceptance shall forward to the arbitrator a copy of the grievance, the employer's answer at Step Three, the Association's notice to the Review Committee as provided for in this section, and a copy of the agreement. A copy of this communication, except a copy of the agreement, shall be sent to either the employer or the Association as the case may be. In the event the arbitrator does not accept his selection, the selection process shall be repeated until an arbitrator has accepted selection.
2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.
3. At the time of the arbitration hearing both the employer and the Association shall have the right to examine and cross-examine witnesses.

4. Upon the request of either the employer or the Association, or both, a transcript of the hearing shall be made and furnished the arbitrator, if he so requests, with the employer and the Association having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
5. At the close of the hearing the arbitrator shall afford the employer and the Association a reasonable opportunity to furnish briefs if either party requests the opportunity.
6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A submitted to him consistent with this agreement and considered by him in accordance with this agreement.
7. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this agreement.

8. The fees and expenses of the arbitrator shall be shared equally by the employer and the Association. The expenses of, and the compensation for, each and every witness and representative for either the employer or the Association shall be paid by the party producing the witness or having the representative.
9. The arbitrator shall render his decision in writing as soon as possible.
10. The arbitrator's decision, when made in accordance with his jurisdiction and authority established by this agreement, shall be final and binding upon the employer, the Association, and the employee or employees involved.

SECTION E. TIME LIMITS

The time limits set forth in this Article may be extended only by mutual agreement of the parties. Wherever time limits are used in this Article actual receipt or a postmark, if mailed, will control.

ARTICLE XXI

MISCELLANEOUS

Except as otherwise specifically provided in this agreement, a house officer shall be subject to the Bylaws, Rules, and Regulations of the Medical/Dental staff of The University of Michigan, and as they may be amended from time to time. No matter concerning or arising under these Bylaws, Rules, and Regulations shall be subject to the Complaint, Grievance, and Arbitration Procedure Article of this agreement, except for those matters specifically provided in this agreement. Each house officer, at the time of employment, will be provided with a copy of the Bylaws, Rules, and Regulations of the Medical/Dental staff of The University of Michigan.

Where currently in effect for an employee, a uniform or uniforms, and/or maintenance, will continue to be provided by the employer.

A house officer lounge, when completed (currently scheduled for January 1, 1974), will be maintained by the employer.

Not less than twenty-two (22) on-call rooms, with telephones and lockable doors, which accommodate not more than two (2) individuals per room, will be provided. One of these rooms which shall have two (2) beds, will be for the exclusive use of females. It is understood, however, that these rooms are not for the exclusive use of employees, but that they are also available for medical students and instructional staff. A list of these rooms, and any changes, will be provided the Association by the employer.

Miscellaneous (Continued)

A house staff officer, who is required to remain in the hospital for eighteen (18) or more continuous hours because he is so scheduled by his department, or because of unscheduled medical care requirements, will be reimbursed by the employer, through procedures established by the employer, for the evening and the following morning meals, and the noon meal on Saturday and Sunday, purchased in the hospital cafeteria during that period.

ARTICLE XXII

SALARIES AND CLASSIFICATIONS

SECTION A. CLASSIFICATION

An employee shall be classified as either a House Officer or a Post-Doctoral Scholar.

SECTION B. HOUSE OFFICERS

House Officers shall be paid a monthly salary in accordance with the salary schedule as set forth in Appendix A, subject to the following requirements and limitations:

1. A House Officer paid directly from outside sources shall not be paid by the employer.
2. A House Officer paid directly by an affiliated hospital or other facility or person, as a result of assignment by the employer, shall not be paid by the employer for any portion of the time covered by that assignment. When such assignments include periods of time of less than a full calendar month, pay from the employer for the balance of the calendar month will be the monthly salary minus 1/365 of the House Officer's annual rate, as set forth in Appendix A, for each day of the assignment. Assignments will begin with the first day of work for the affiliated hospital or other facility or person and end with the first day of work for the employer following the assignment.

3. Initial assignment of a House Officer to a salary level, as set forth in Appendix A, including assignment when a House Officer has changed from one residency program to another, shall be determined by his department chairman, or equal level of supervision. Subsequent assignments to a salary level in a given residency program shall be to the next higher level and shall be determined by the department chairman, or equivalent level of supervision, on the basis of satisfactory experience, level of performance, and acceptance of responsibility.

SECTION C. POST-DOCTORAL SCHOLARS

Post-Doctoral Scholars shall receive salaries as determined by the employer, except that salaries paid from grant support shall be consistent with the terms of the grant.

SECTION D. CHIEF RESIDENTS

A House Officer who is appointed a Chief Resident may receive additional salary during the appointment period in an amount determined by the employer.

ARTICLE XXIII

WAIVER

The University and the Association acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter referred to in the negotiation of this Agreement.

ARTICLE XXIV

TERM OF AGREEMENT

This Agreement shall become effective on November 13, 1973 and shall remain in full force and effect until and including August 31, 1974, and thereafter from year to year unless, within the sixty (60) day period immediately preceding June 30, 1974, or any anniversary thereof, written notice of termination is given by either the University or the Association to the other party.

Executed this 13th day of November, 1973.

THE REGENTS OF THE
UNIVERSITY OF MICHIGAN

By: James R. Lincoln

William P. Lemmer

Joseph C. Augustine

Robert Fekety Jr MD

Donald H. Gentz

Paul W...

David M. Mackie

William L. Allen MD

THE UNIVERSITY OF MICHIGAN
INTERNS AND RESIDENTS ASSOCIATION

By: Carl W. Carlson, M.D.

Jay K. Jaimes, M.D.

Harvey D. Wax

Howard E. Weinstein, M.D.

Wallace R. Hodges, MD

Harold W. Forbes, MD

Jeffrey McCann MD

Laurence O'Rourke, M.D.

Judith S. Kaufman

R. P. Bartel, M.D.

John S. Kirkland MD

APPENDIX A

HOUSE OFFICER SALARY SCHEDULE

Effective with the calendar month of September, 1973, and subject to the provisions of Article XXII House Officers shall receive compensation at the following full-time annual salary rates:

Level	Full-Time Annual Rate
I	$10,700
II	11,300
III	11,900
IV	12,500
V	13,100
VI*	13,700
VII	14,300
VIII	14,900

* Psychiatry House Officers currently at Level VI will receive a full-time annual rate of $15,100.